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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

VALVE CORPORATION,

Plaintiff,

v.

THOMAS ABBRUZZESE *et al.*,

Defendants.

No. 2:24-CV-1717-JNW

**DECLARATION OF SCOTT LYNCH IN  
SUPPORT OF VALVE  
CORPORATION’S MOTION FOR  
PRELIMINARY INJUNCTION**

DECLARATION OF SCOTT LYNCH – 1

**CORR CRONIN LLP**  
1015 Second Avenue, 10th Floor  
Seattle, Washington 98104-1001  
Tel (206) 625-8600  
Fax (206) 625-0900

**DECLARATION OF SCOTT LYNCH**

I, Scott Lynch, declare as follows:

1. I am the Chief Operating Officer for Plaintiff Valve Corporation (“Valve”) in the above-captioned matter. I submit this declaration in support of Valve’s Motion for Preliminary Injunction. I make this declaration based on my personal knowledge and, if called upon to do so, would testify competently hereto.

**A. Valve, Steam, and the SSA**

2. Valve is a video game developer, publisher, and digital distribution company. Valve offers an online platform called Steam, where consumers can purchase, play, and interact with their friends about video games.

3. For an individual to create a Steam account and become a Steam user, he or she must first agree to a Steam Subscriber Agreement (“SSA”).

4. Valve does not collect a user’s name, physical address, or phone number when he or she creates a Steam account.

5. In 2012, Valve added to the SSA an arbitration agreement providing that, with limited exceptions, users and Valve “agree to resolve all disputes and claims between us in individual binding arbitration” with the AAA (the “Superseded SSA”). The most recent version of the SSA containing that arbitration agreement went into effect on April 25, 2023 (“the Superseded SSA”). A true and correct copy of the Superseded SSA is attached hereto as Exhibit A.

**B. Valve Replaces the Superseded SSA with the Current SSA**

6. On September 26, 2024, Valve removed the arbitration agreement and class action waiver from the SSA. A true and correct copy of the current version of the SSA without an arbitration agreement or a class action waiver (the “Current SSA”) is attached hereto as Exhibit B. It is also available at [https://store.steampowered.com/subscriber\\_agreement/](https://store.steampowered.com/subscriber_agreement/).

7. When Valve launched the Current SSA, Valve inserted a prominent banner at the top of the agreement. The banner is set forth below.



8. The Current SSA has been continuously posted online on a public website since September 26, 2024, in 10 languages, with the prominent header calling out the changes. *See* [https://store.steampowered.com/subscriber\\_agreement/](https://store.steampowered.com/subscriber_agreement/).

9. Valve also provided notice of the change to the SSA to Steam users in three other ways.

10. First, beginning on September 26, 2024, Valve provided the below email notice to all U.S. Steam users (including all Defendants) of the change to the SSA (the “Email Notice”), sending the notice to the email address of record for their Steam accounts. The Email Notice specifically called out changes to the dispute resolution provision:



Hello

## We have updated the Steam Subscriber Agreement

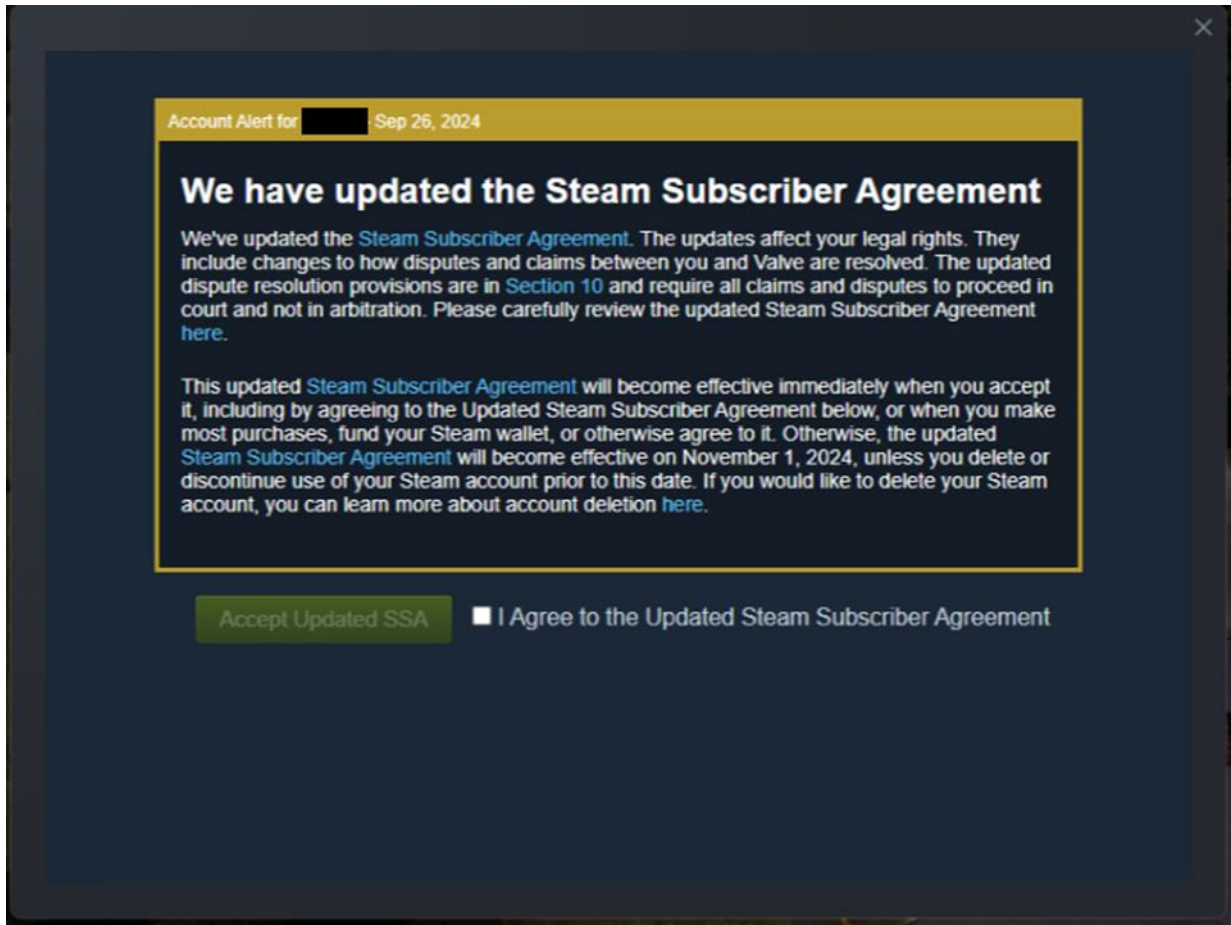
We've updated the [Steam Subscriber Agreement](#). The updates affect your legal rights. They include changes to how disputes and claims between you and Valve are resolved. The updated dispute resolution provisions are in [Section 10](#) and require all claims and disputes to proceed in court and not in arbitration. We've also removed the class action waiver and cost and fee-shifting provisions. Please carefully review the updated Steam Subscriber Agreement [here](#).

This updated [Steam Subscriber Agreement](#) will become effective immediately when you agree to it, including when you make most purchases, fund your Steam wallet, or otherwise accept it. Otherwise, the updated [Steam Subscriber Agreement](#) will become effective on November 1, 2024, unless you delete or discontinue use of your Steam account before then. If you would like to delete your Steam account, you can learn more about account deletion [here](#).

This notification has been sent to the email address associated with your Steam account.

1 11. The Email Notice included multiple links to the full text of the Current SSA, shown  
2 in blue text above.

3 12. Second, beginning on September 26, 2024, Valve provided notice of the new  
4 agreement through the below pop-up that appeared on the Steam client (the “Pop-Up Notice”). The  
5 Pop-Up Notice provided:

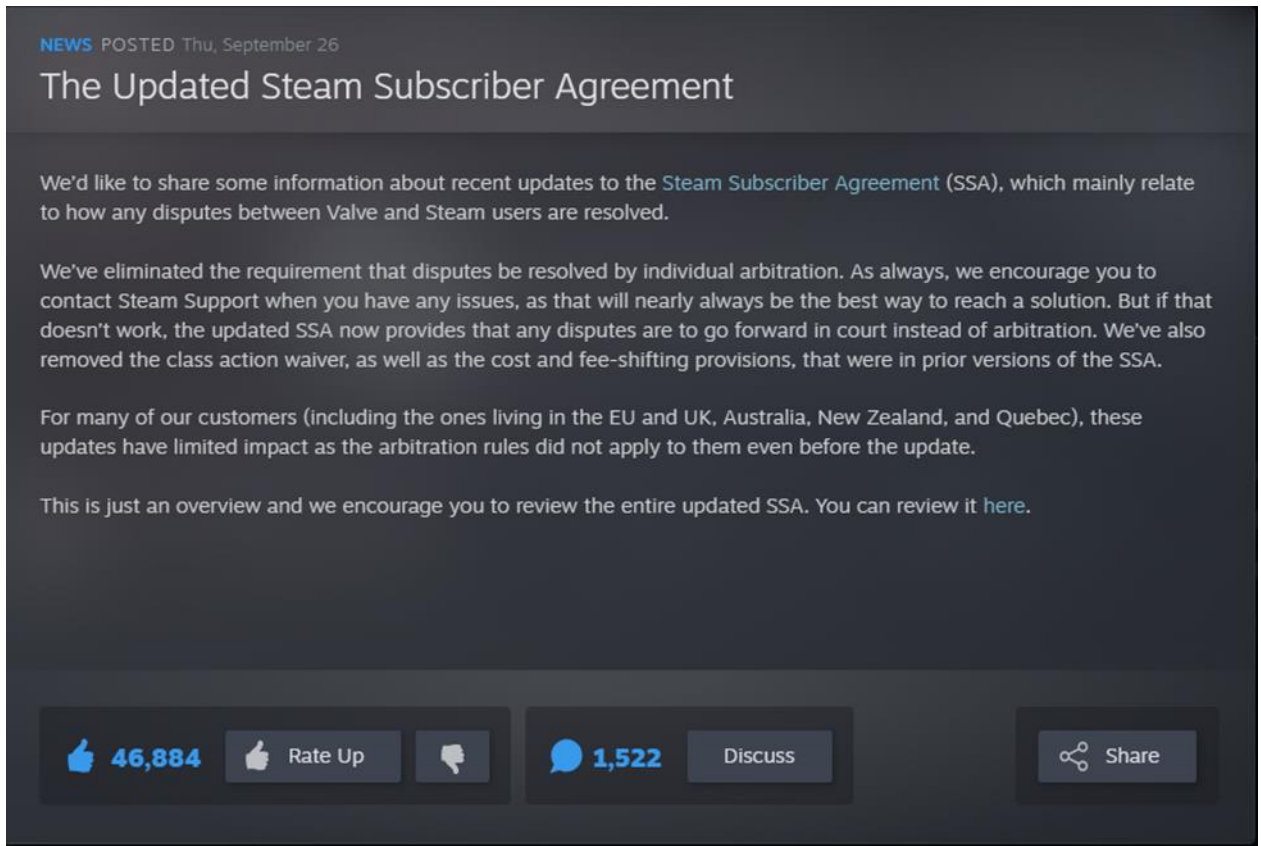


13. In addition to calling out the changes to the dispute resolution provision, the Pop-Up  
Notice included multiple links to the full text of the Current SSA, shown in blue text above.

14. The Pop-Up Notice enabled users to agree to the Current SSA by checking a box  
stating: “I Agree to the Updated Steam Subscriber Agreement” then clicking “Accept Updated  
SSA.”

1 15. Alternatively, users could close the Pop-Up Notice without agreeing to the Current  
2 SSA, as indicated by the “X” at the top right corner of the pop-up.

3 16. Third, beginning on September 26, 2024, Valve published the below blog post on the  
4 Steam platform providing notice of the change to the SSA, available at  
5 <https://store.steampowered.com/news/app/593110/view/4696781406111167991> (the “Blog Post”).  
6 The Blog Post provided:

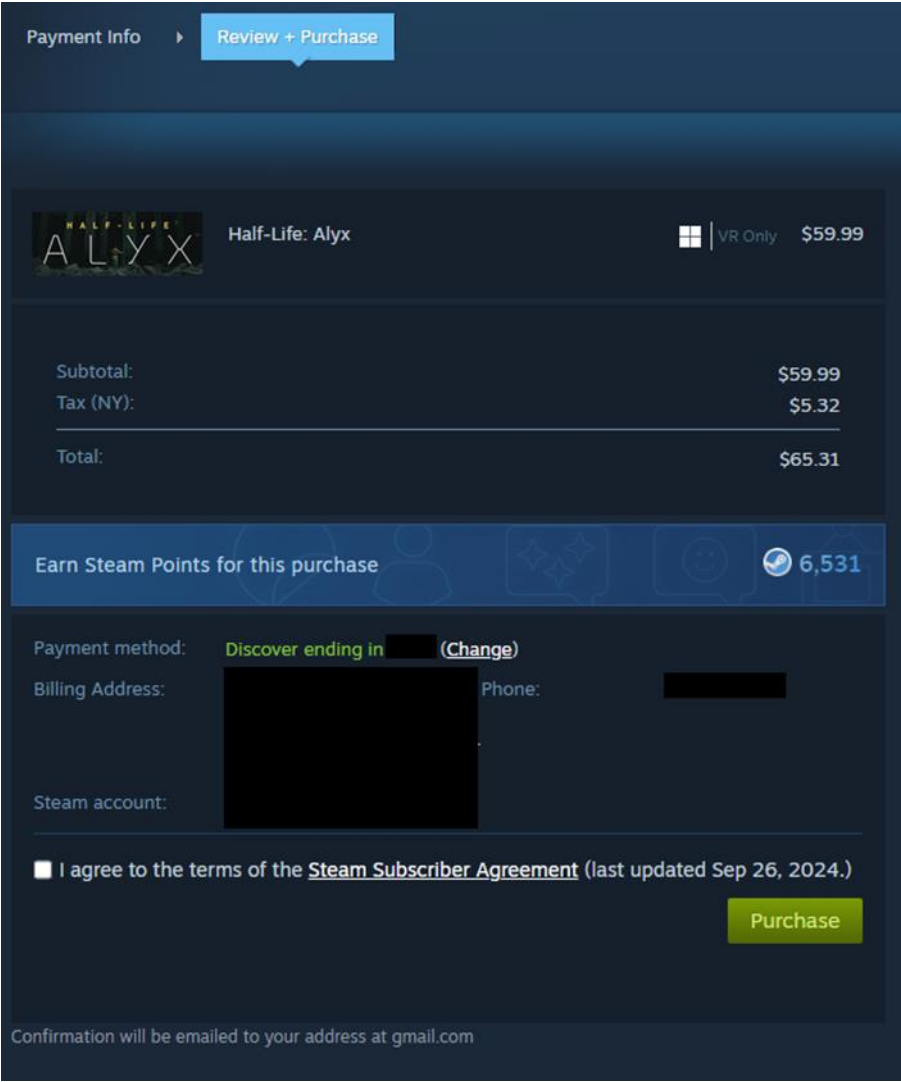


17. The Blog Post included multiple links to the Current SSA, shown in blue text above.

18. A “Steam Wallet” contains funds that may be used for the purchase of any game on  
Steam or within a game that supports Steam transactions.

1           19.     Users must accept the Current SSA every time they fund their Steam Wallet or make  
2 a purchase on Steam itself<sup>1</sup> after September 26, 2024.

3           20.     Consistent with the Email Notice and Pop-Up Notice, when a user makes a purchase  
4 on Steam, the user is presented with an unchecked box requiring the user to accept the Current SSA,  
5 which is hyperlinked in white text to the words “Steam Subscriber Agreement” shown below:




26           <sup>1</sup> As opposed to a purchase made using Steam Wallet funds from within a game launched  
27 through Steam.



21. Consistent with the Email Notice and Pop-Up Notice, when a user funds their Steam Wallet, the user is presented with an unchecked box requiring the user to accept the Current SSA, which is hyperlinked in white text to the words “Steam Subscriber Agreement” shown below:

Payment Info ▶ Review + Purchase

 To be added to your Steam Wallet \$5.00

Subtotal:	\$5.00
Total:	\$5.00

Payment method: Discover ending in [redacted] (Change)

Gift options: None; this purchase is for your own account.

Billing Address: [redacted] Phone: [redacted]

Steam account: [redacted]

☐ I agree to the terms of the [Steam Subscriber Agreement](#) (last updated Sep 26, 2024.)

Purchase

Confirmation will be emailed to your address at gmail.com

C. **Valve Sent All Defendants Notice of the SSA Update**

22. I am informed that counsel for Defendants in the arbitrations that are the subject of this action provided Steam IDs that the Defendants allege belong to them. Throughout this



1 declaration, I assume that the Steam IDs provided by counsel for all Defendants belong to them, but  
2 do not have personal knowledge as to whether they are in fact the owners of these accounts.

3 23. Between September 26, 2024, and September 27, 2024, Valve sent the Email Notice  
4 to the email address associated with the Steam account claimed by every Defendant providing notice  
5 of the new SSA.

6 **D. 454 Defendants Affirmatively Agreed to**  
7 **the Current SSA Prior To November 1, 2024**

8 24. Based on a review of Valve's records, 454 of the 572 Defendants affirmatively  
9 accepted the Current SSA prior to November 1, 2024, by (i) checking the check box affirming "I  
10 Agree to the Updated Steam Subscriber Agreement" and clicking "Accept Updated SSA" through  
11 the Pop-Up Notice; (ii) making a purchase and agreeing to the Current SSA by checking "I agree to  
12 the terms of the Steam Subscriber Agreement (last updated Sep 26, 2024)" and clicking the  
13 "Purchase" button; or (iii) performing both of those actions. Among these 454 Defendants, 417 also  
14 subsequently re-affirmed their acceptance to the Current SSA by making a purchase and agreeing to  
15 the Current SSA by checking "I agree to the terms of the Steam Subscriber Agreement (last updated  
16 Sep 26, 2024)" and clicking the "Purchase" button after November 1, 2024.

17 **E. The Remaining 118 Defendants Agreed to the Current SSA Because They**  
18 **Did Not Delete or Discontinue Use of Their Accounts By November 1, 2024**

19 25. The remaining 118 Defendants are bound by the Current SSA pursuant to the terms  
20 of the Email Notice and Pop-Up Notice because they did not delete or discontinue use of their Steam  
21 accounts by November 1, 2024.

22 26. No Defendant deleted or requested to delete his or her Steam account before  
23 November 1, 2024.

24 27. Based on Valve's records, all 118 Defendants who did not affirmatively accept the  
25 Current SSA by November 1, 2024, have logged into Steam on or after November 1, 2024.

26 28. Based on Valve's records, among these 118 Defendants, 76 also subsequently  
27 affirmatively accepted the Current SSA by making a purchase and agreeing to the Current SSA by

1 checking “I agree to the terms of the Steam Subscriber Agreement (last updated Sep 26, 2024)” and  
2 clicking the “Purchase” button on or after November 1, 2024.

3 29. A true and correct copy of a chart identifying the method(s) by which each Defendant  
4 accepted the Current SSA is attached hereto as Exhibit C.

5 **F. Valve Has Expended Significant**  
6 **Resources Defending Unauthorized Arbitrations**

7 30. Valve has incurred significant AAA and legal fees and devoted substantial employee  
8 time to preparing for and attending arbitration hearings in Defendants’ arbitrations before the  
9 American Arbitration Association under a reservation of rights.

10 I declare under penalty of perjury that the foregoing is true and correct.

11 Executed on this 21 day of August, 2025.

12 DocuSigned by:

13 *Scott Lynch*

14 E15DE3B2F05941C...

15 *Scott Lynch*